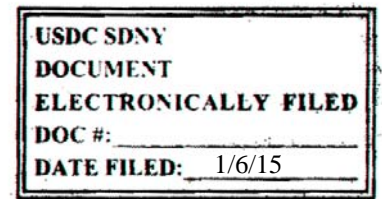


UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----	X	
	:	
US AIRWAYS, INC.,	:	
	:	
Plaintiff,	:	
	:	11 Civ. 2725 (LGS)
-against-	:	
	:	<u>OPINION AND ORDER</u>
SABRE HOLDINGS CORPOPATION, et al.,	:	
	:	
Defendants.	:	
-----	X	

LORNA G. SCHOFIELD, District Judge:

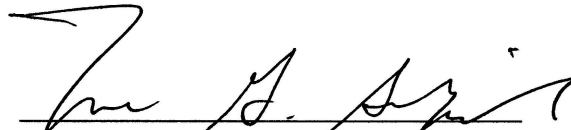
In this antitrust suit, Plaintiff US Airways, Inc. (“US Airways”) alleges that Sabre Holdings Corporation, Sabre Travel International Ltd., and Sabre GBLBL Inc. (collectively, “Sabre”) charged US Airways grossly inflated airline booking fees and conspired with Sabre’s competitors to resist an innovative program developed by US Airways, costing the airline industry and its consumers hundreds of millions of dollars. US Airways seeks treble money damages between \$317 and \$482 million in overcharges and lost profits (before trebling), for conduct that took place from April 21, 2007, to March 31, 2014, and an injunction against the future enforcement of contractual provisions that enabled the alleged overcharges. Before the Court is Sabre’s motion for summary judgment.

For the reasons stated in the Opinion, which will be published in full after disposition of the parties’ application to redact the Opinion, if any, the motion is granted in part and denied in part as follows:

- Sabre’s motion for summary judgment on damages under the 2006 Agreement for lack of timeliness is GRANTED. US Airways will not be permitted to seek damages for conduct that occurred prior to February 23, 2011, the date the 2011 Agreement became effective;
- Sabre’s motion for summary judgment on damages incurred after the date of the Settlement Agreement and injunctive relief enjoining future conduct is GRANTED. US Airways will not be permitted to seek damages or other relief for conduct that occurred or will occur after October 30, 2012, the date of the Settlement Agreement;

- Sabre's motion for summary judgment on the remaining claims is GRANTED IN PART and DENIED IN PART as follows:
 - (1) summary judgment on US Airways' claim under Count One for overcharges is DENIED, except to the extent dismissed on Sabre's motion for summary judgment on the basis of the statute of limitations and the Settlement Agreement; and US Airways may seek damages for booking fee overcharges incurred from February 23, 2011 through October 30, 2012;
 - (2) summary judgment on US Airways' claim under Count One for lost profits resulting from Sabre's initial refusal to implement Choice Seats is GRANTED, and US Airways will not be permitted to seek damages for Choice Seats lost profits;
 - (3) summary judgment on US Airways' claim under Count One for Travelocity damages is GRANTED, and US Airways will not be permitted to seek Travelocity damages; and
 - (4) summary judgment on US Airways' claim under Count Four for harm due to an alleged horizontal restraint of trade is DENIED, except to the extent that US Airways seeks lost profits from the alleged conspiracy to resist implementation of Choice Seats.

Dated: January 6, 2015
New York, New York



LORNA G. SCHOFIELD
UNITED STATES DISTRICT JUDGE